

IN THE UNITED STATES FEDERAL DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

Lori A. Gintner

VS.

Plaintiff,

Request for Jury Trial

Reserve the Right To Amend

Diana R. Schira, (Deceased)

Defendant, Attorney

Representative: Olsen Law Office

2309 E. Wausau Ave.

Wausau, WI 54403

Defendant, Law Firm

21 CV 224 JDP

Case No. _____

Andrew W. Schmidt, State Bar No. 1030985

Defendant, Attorney

Schmidt & Schmidt S.C.

123 Grand Ave.

Wausau, WI 54403

Defendant, Law Firm

Rodney Oleson,

810 Western Ave.

Mosinee, WI 54455

Defendant

Chad R. Levanetz, State Bar No. 1044962

Defendant, Attorney

Ruder Ware

222 Cherry Street

Green Bay, WI 54301

Defendant, Law Firm

Associated Bank, National Association

Phillip B. Flynn, CEO

433 Main Street

Green Bay, WI 54301

Defendant, Last Servicer

SPS, Select Portfolio Servicing

Attention Legal Dept.

3217 S. Decker Lake Drive

Salt Lake City, Utah 84119

Defendant, Last Servicer

Timothy L. Kostka, State Bar No. 1000258

Defendant, Attorney

Kostka & Associates, LLC

P.O. Box 1519

Wausau, WI 54402-1519

Defendant, Law Firm

Advantage Community Bank n/k/a/ Nicolet National Bank

Robert Atwell/Chairman- CEO

111 N. Washington Street

Green Bay, WI 54301

Defendant, Last Servicer

Patrick M. McMenamin, State Bar No. 1046847

Marathon County Courthouse

600 Forest Street

Wausau, WI 54455

Defendant, Attorney

Plaintiff's burden To Prove Personal and Subject Matter Jurisdiction for The Federal vs. State Court

Note: I am *propria persona* and unschooled in law please review this complaint with reference to subject and not form as per my rights stated and enunciated in Haines V. Kerner, 404 U.S. 519 (1972)

The following fulfills my burden to prove jurisdiction for the court as plaintiff for this case over the parties and the subject matter of this case so that the court can file it and allow me to serve the summons and complaint on the listed defendants.

(1). Boundary map-- the U.S. Western District Court of Wisconsin- Madison Division has jurisdiction due to the jurisdiction map shows Marathon County within the boundaries of this court.

(2). Joinder of Parties/Cases/Trials- All of the parties, claims, trials are essential for the outcome of the court decision to be accurate and final and in the best interest of the litigant's defense. Evidence---That comments by the judges, attorneys, parties, and by requirement of the court should have joined the parties long before by (See Exhibit G, G1, G2, G, I, Joinder of Parties).

805.05 Consolidation; separate trials.

(1) CONSOLIDATION.

- (a) When actions which might have been brought as a single action under s. 803.04 are pending before the court, it may order a joint hearing or trial of any or all of the claims in the actions; it may order all the actions consolidated; and it may make such orders concerning proceedings therein as may tend to avoid unnecessary costs or delay.
- (b) When actions which might have been brought as a single action under s. 803.04 are pending before different courts, any such action may be transferred upon motion of any party or of the court to another court where the related action is pending. A conference involving both judges and all counsel may be convened on the record as prescribed by s. 807.13 (3). Transfer under this paragraph shall be made only by the joint written order of the transferring court and the court to which the action is transferred.

- (2) SEPARATE TRIALS.** The court, in furtherance of convenience or to avoid prejudice, or when separate trials will be conducive to expedition or economy, or pursuant to s. 803.04 (2) (b), may order a separate trial of any claim, cross claim, counterclaim, or 3rd-party claim, or of any number of claims, always preserving inviolate the right of trial in the mode to which the parties are entitled.

History: Sup. Ct. Order, 67 Wis. 2d 585, 692 (1975); Sup. Ct. Order, 141 Wis. 2d xiii (1987); 2005 a. 253; 2007 a. 97.

Judicial Council Note, 1988: Sub. (1) (b) is amended by allowing conferences regarding consolidation of actions to be conducted by telephone conference. [Re Order effective Jan. 1, 1988]

The trial court's order to bifurcate the issues of liability and damages and to try the separate issues before separate juries contravened sub. (2) and cannot be reconciled with the requirement of s. 805.09 (2) that the same five-sixths of the jury must agree on all questions necessary to sustain a verdict. Waters v. Pertzborn, 2001 WI 62, 243 Wis. 2d 703, 627 N.W.2d 497, 99-1702.

(3). That the criminal matter be moved with the other civil cases because:

a. It is a related matter. (Exhibit H and I) p. 1-5 No-one has ever taken my statement from the police department or no witness on my behalf is part of the record. The defendants used the criminal restraining order as a block to communications regarding her mortgages and properties because Gintner was the owner of the property and the titled owner on the mortgage loans and could not get information on the status of her own property. Gintner

could not reach the opposing counsel Schira and could not serve the occupant directly because of the restraining order. The attorney was aware that **foreclosure is an "invalid law"** in the state of Wisconsin and used the restraining order to leverage ownership rights with the city hall to sign building permits as owner and to encumber the property with Gintner restrained from saying anything. The attack created a great deal of pain, nightmares and trauma for Gintner. Marathon county courts have not been open to accommodations for scheduling, health limitations and court procedures that aggravate my conditions. The court declined Gintner's demand for a retraction of the association with the Sovereign movement because it is defamatory and vilifies Gintner's right to be a Citizen of the State of Wisconsin that she was born in. It created stigma that interfered with Gintner's ability to gain attorney representation. Every attorney I contact for representation opens my cases and the first thing asked, is what is this Sovereign Movement stuff about? I believe that I should have civil charges for the excessive force and the injury that resulted from the police officer attack. My squad cam video was pleading for help and I was saying, "I can't breath" -before those were utilized by George Floyd". Also, I was confined for 72 hours and injected with medications that I had refused and those could have induced another coma and may have contributed to my on-going health issues. These incidents all took place because of the occupant and the things he was doing to my property without consent and how the officers responded. My disability that was aggravated with all of the actions deserved protections under the "At Risk Individual Statute but I could not get an officer, protective services nor any individual to even take my reports. It is mandated that if an officer/ or other will not take my report, that they have to generate their own report saying why they will not generate a report. This has been a counterclaim and part of my defense that has been ignored. The financial exploitation which is a major new component of this charge is being ignored. I have suffered many injuries and disruptions to my life. Another financial injury is that my indigency cap was supposed to be \$750 and it is well over \$3500; plus, the judge muted me at the hearing and appointed another new attorney without my consent. I was overwhelmed in November- January (with the passing of my mother and all of the different case components with #218 and #346 all closing out); I could not follow through with the dispute process with the IRS that I had started —so the court put a levy to freeze my account and a possible tax intercept.

b. The plaintiff is evoking her right as pro se representative to request change of judge and venue. (See Exhibit J and K). The accused cannot have a fair trial in Marathon county because my cases already involve 4 out of 6 judges, the district attorney talks about me saying "I am on half tilt", possible jurors are tax payers and members of the county that will have to affiliate with the police officers, judges, lawyers and such and may be intimidated on their opinion on trial. The same judge and district attorney preside over the pending domestic violence against me from my significant other, over the harassment charge I filed against (Oleson) occupant in my 810 Western Ave. property and the police officer attack that I however was charged. The local police follow my case on the public access.

c. It involves questions of performance of government employees or agent- **(Exhibit L, L1, L2) The police should be rendering medical aid to my "at risk individual "needs not using excessive force to arrest.** the attack of a police officer with question of excessive force (*Exhibit L, H2*), violation of disability rights (*O*) of an "At Risk Individual" (*T*)(*I*), conspiracy (*Exhibit N*), and negligent duty to protect a citizen's property (*L2*) (*Exhibit P*). It involves the violation of the police department and city government to respect the amendment rights (*Exhibit I*) of the accused to have an attorney present upon any questioning or conversations once charges have been filed (*Exhibit I*). It involves the tort case-general for personal injury from injuries from the attack and trauma that still exists (*Exhibit O, I*).

(*Exhibit P & P1*) --Example 8 Judges:

The judge is an officer of the court. The court is the laws of that level of jurisdiction not the judge. The court does not have jurisdiction to hear and rule if the judge is doing wrong and not performing to uphold the laws (court).

- a. the judge putting things on the written case record not the attorney.
- b. The judge setting the claims and the court calendar/schedule
- c. The judge showing favoritism to one party over another Especially an attorney when the other party is pro se.
- d. Judge failing to dismiss the case when he/she uncovers a lack of jurisdiction present on the court record. "lack of subject matter is never waivable; either the court has it, or it cannot assert it.
- e. Judge failure to do sanctions
- f. Judge failure to hear motions put before it
- g. Judge failure to equalize time or merit of argument time
- h. Failure to sanction
- i. Failure to joinder appropriate parties

stage in the proceedings). FRCP 12(h)(3) provides:

"Whenever it appears by suggestion of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action."

This rule has been interpreted to mean that courts can raise lack of subject matter jurisdiction *sua sponte*, that is, on their own, without any suggestion by a party.

4. Exclusive Subject Matter Jurisdiction Amount---That the case is well above the \$75,000 cost cap for state court. (*See Exhibit Q*).

5. Exclusive Subject Matter Jurisdiction—Title dispute must be decided before possession and each of the defendants have moved for title seizure of my property title(s) in some form or another. See Exhibits (V).

6. Exclusive Subject Matter Jurisdiction—Parties are from different states. Gintner is a Citizen of Wisconsin the state she is born in. The attorneys, law firms, and last servicers are not individuals but corporations that are not injured parties and are foreign agents/nationals not of the same state as the plaintiff. A

federal court has exclusive jurisdiction over parties from different states. A federal court does not lawfully have jurisdiction over parties from the same state. Marathon County Circuit court does not have jurisdiction over parties that are not from the same state or citizens of the state.

7. Federal Question for subject matter – the right of equal protection of all under the law: Is the maximum charge for indigency attorney charges supposed to be comprehensive instead of restart at the withdraw of each attorney to represent the client? Are the charges and representations of indigent individuals in this case and overall, in Marathon County civil and criminal court cases violating and discriminating the rights of any individual to fair and equal representation under the law—regardless of income level—providing preferential services and defenses to the higher-level individuals and less services and defenses to the lower income individuals, mental or physical capacity, designation of “At Risk Individual per Wisconsin Statute? (*Exhibit L1*) (*two articles Exhibit L2*)

a. That the plaintiff’s counter claim of defamation of character, slander, libel for the attorney’s association of Sovereign Movement be tried by a court that is not biased and take into consideration the plaintiff’s constitutional rights and safety, due damages by rule of federal law. Violation of Inalienable right under the Constitution and God as our Creator—The right to life, liberty and the pursuit of happiness. The right to defend oneself with freedom of speech and peacefully defend one’s property and life against government that violates. To travel about freely as long as one does not injure another. To choose to obey the 10 Commandments: Thou shalt not kill, steal, lie or covet your neighbor’s home. To uphold her State Citizenship in the State of Wisconsin for which she was born in.

b. That the sanctions for attorneys for the violations be addressed by federal law because the B.A. R.R. association will not objectively evaluate the complaints because the foreign agent attorneys are licensed and trained by them. Federal Question for subject matter:

1). **Does the B.A.R.R. association have a monopoly (*Exhibit M*) and does it have to be dissolved? The State B.A.R.R. holds the licensure and regulation of each and every attorney, and therefore has exclusive control and power over most every legal department of business, service or significant provider via to all citizens of the state? (such as hospitals, clinics, contractors, pharmacies, schools, insurance, utilities, media, law firms, day care, banks, trade, restaurants, employment etc. Do Attorneys need to admit (by use of Admission Form of Evidence/Discovery) to establish standing on the court record if he/she has or has not complied with the F.A.R. A requirement to be able to appear and litigate lawfully in Wisconsin Court that he/she and or their law firm is before. An attorney is present in those legal departments with a B.A.R. R. number-- yet those attorneys are foreign agents and cannot lawfully practice if they have not complied with the F.A.R.A. requirements.**

Example 8 Bar Association: Depriving Mental Health Individuals/ At Risk Individuals Poor individuals the same defenses and access to a defense as every other individual in the state. Should the Barr Association (its executives are foreign agents) have a monopoly on the legal gate keeping to the law, if a person does or does not get a lawful defense and how much that defense will cost (See Indigency Fees)?

8. Rules of Civil Procedure call for evidence and proper cooperation and handling of evidence. Federal courts handle evidence with more scrutiny and importance than did the Circuit Court. An evidentiary hearing in the instance that an attorney withdraws mid-case. This happened with the passing of the plaintiff's attorney. The federal court handles evidence in a wider spectrum and demand. I did my best as a propria persona representative to motion the court and bring the urgency to the attention of the judge; however, I was ignored on all. I fought diligently to raise the issue that significant monies that should constitute payments toward the mortgages in question are missing and that they last were alleged to exist in a trust established in the law firm of the late Diana Schira. (*Exhibit I-Escrow Fraud*). I questioned where is the \$60,800 and the accounting to document such (*Exhibit R and R1- Transcripts*) I have by email, by letter to the court, by phone messages asked that a litigation hold be placed on the file and any and all related documents be preserved by the court. I have been ignored. For months the case has been under discovery and I have been denied any and all requests and even subpoenaed information that was served. The courts have preceded with my criminal case which resulted from related conflict over the civil dispute (*See Exhibit I- Patricia Baker*). Civil and criminal related proceedings should not be cooccurring and definitely should not be tolerated if the attorney is advocating such action to further his/her civil case claims. (*See Exhibit H*)

9. Indigency Cap for Fees- Federal Question for subject matter – the right of equal protection of all under the law: Is the maximum charge for indigency attorney charges supposed to be comprehensive instead of restart at the withdraw of each attorney to represent the client? Are the charges and representations of indigent individuals in this case and over-all in Marathon County civil and criminal court cases violating and discriminating the rights of any individual to fair and equal representation under the law—regardless of income level—providing preferential services and defenses to the higher-level individuals and less services and defenses to the lower income individuals, mental or physical capacity, designation of “At Risk Individual per Wisconsin Statute? (*Exhibit L1*) (*two articles Exhibit L2*)

a. That the plaintiff's counter claim of defamation of character, slander, libel for the attorney's association of Sovereign Movement be tried by a court that is not biased and take into consideration the plaintiff's constitutional rights and safety, due damages by rule of federal law. Violation of Inalienable right under the Constitution and God as our Creator—The right to life,

liberty and the pursuit of happiness. The right to defend oneself with freedom of speech and peacefully defend one's property and life against government that violates. To travel about freely as long as one does not injure another. To choose to obey the 10 Commandments: Thou shalt not kill, steal, lie or covet your neighbor's home. To uphold her State Citizenship in the State of Wisconsin for which she was born in. Ex. Marathon County Court denied my filing of a notice of demand for public retraction. There is no appropriate choice to file it on the efile.

b. That the sanctions for attorneys for the violations be addressed by federal law because the B.A. R.R. association will not objectively evaluate the complaints because the foreign agent attorneys are mandated to license and train by them in the state of Wisconsin.

6a.

/Q Bankruptcy is an exclusive Federal Court Jurisdiction. Therefore, it is only proper jurisdiction for the federal court to hear, rule and award relief for my pre, during and post- bankruptcy issues respective to each of the parties. **It was unlawful for the attorneys, law firms, and last servicers to violate my bankruptcy discharge rights and take monies, assess fees and charges/ and/ or seize my property, mortgage loan accounts, home equity accounts that were closed and transferred without setting a hearing with the bankruptcy court.**

Example 1- Hearing date 3/22/21 I raised the issue of the damages the attorney claims I owe despite my bankruptcy yet they do not even give me an amount of damage list. I indicated this is not the proper court to address this issue for jurisdiction – (I am requesting the transcript) Branch 1. The bankruptcy was forced on me because of the deceptions of the parties not because of financial deficiency on my part.

Example 2- Advantage Community Bank President Chris Myhre begged me to reaffirm 2nd mortgage with them. That is a secured by 810 Western Ave. I reaffirmed but under duress that the bank would only take payments from me not Rod Oleson through my account. Payment 1 after that Myhre accepted payment from Oleson and just say— "Yes, I know I shouldn't do that but right now I will take money from anyone who is paying." My loan was transferred to Nicolet National when it merged with Advantage Community Bank. Nicolet National would not even let me set up a payment autopay or a checking account to make my mortgage payments out of. I believe this is a violation of my bankruptcy restart.

Example 3- The haphazard payments by Oleson through my accounts without my permission is hitting my credit and pulling my score down. – This is violating my right go a "fresh start"

Example 4- Associated Bank attempted to lift the automatic stay with a hearing before the bankruptcy court but it was denied however they maintain a \$936.00 fee assessed to me and now somewhere, somehow it seems to be absorbed into the escrow rollover and is not trackable anymore. The attempt to lift the stay was denied and dismissed in my favor, yet the bank still assesses me fees?

Caselaw:

Bankruptcy relief is designed for the "honest but unfortunate debtor," and Congress crafted the exceptions to discharge with that limitation in mind. *Brown v. Felsen*, 442 U.S. 127, 128, 99 S. CT. 2205 60 L. Ed. 2d 767 (1979). Nonetheless, in keeping with the bankruptcy code's concept of a "fresh start," exception to discharge are to be construed strictly against the creditor and liberally in favor of the debtor. See *DeKalb County Div. of Family & Children Servs. V. Platter (In re Cir. 1998)*. The Plaintiff must prove all elements of the specified exception to discharge by a preponderance of the evidence. *Grogan v. Garner*, 498 U.S. 279, 287-88, 111 S. CT. 654, 112. Ed. 2d 755 (1991).

For a claim to be non-dischargeable on the grounds that it constitutes "fraud or defalcation while acting in a fiduciary capacity" under section 523(a)(4), it is necessary for the plaintiffs to show that the debtors acted as fiduciaries to the creditors at the time the debt was created, and that the debt was created by fraud or defalcation. *Follett Higher Educ. Group, Inc. v. Berman (In re Berman)*, 629 F.3d 761, 765-66 (7th Cir. 2011) (citations omitted). **The determination of fiduciary capacity for purposes of the bankruptcy code is a question of federal law. *OShea v. Frain (In re Frain)*, 230 F. 3d 1014, 1017 (7th Cir. 2000). The scope of a fiduciary relationship under section 523 (a) (4) is not as broad as the traditional state law concept, and not everyone that state law defines as fiduciary is necessarily held to act in a "fiduciary capacity" for bankruptcy purposes. *In re Berman*, 6629 F. 3d at 767.**

The meaning of "fiduciary" in section 523 has been defined by the Supreme Court:

20 MILLION DOLLAR COMPLAINT

COMES NOW, the plaintiff, *propria persona*, and for a cause of action against the defendant herein alleges and shows the Court the following:

1. The opposing parties wrongfully suited me in a court that did not have jurisdiction.
2. They leveraged with failure to establish and maintain the sole, burden of the plaintiff's attorney to keep "standing" at all times before the court. Numerous examples exist of the Judge running the hearing, advocating for the attorney.
 - a. The attorneys lack standing because they have failed to satisfy FARA (Foreign Agent Registration Act) with the Attorney General and have it on the case record at the commencement of their appearance.
 - b. Specifically, they knowingly failed to address and update the status of the claims, parties, the civil court procedures, correct violations of code of ethics and attorney violations of professional guidelines and conduct, uphold the inalienable, civil, human and Constitutional rights of Gintner.
 - c. These leveraging, wrongful actions, by the opposing parties, seized Gintner's Money, property and life for 4 years at great cost and loss.
 - d. The opposing parties litigated Gintner with an "invalid law" foreclosure and/or, manufactured default, and wrongful 3rd party debt collections causing financial exploitation, emotional distress and loss.
 - e. Gintner claims—physical, mental, social and emotional damages and injuries from all of the above listed actions of the opposing parties.
 - f. Gintner claims the opposing parties have not offered any accountings, concrete evidence, attempts to mitigate any breaches for their part.
 - g. Gintner never had her right to her "day in court" with proper jurisdiction. The opposing parties were never prepared, showed up late, discussed rather than presented evidence by sworn testimony to be cross examined and entered on the court record. Gintner always had to spend money and wait weeks to get the court record to counter or defend. This was tremendously debilitating to Gintner. It caused Gintner to miss and be with her mother at the end of her life and caused my mother to suffer needlessly.
 - h. Gintner claims that she has the preponderance of evidence to succeed at summary judgement hearing.
3. The opposing parties wrongfully seized my accounts, money and/or properties.

- a. Specifically, claimed that they had valid documents with Gintner; yet as the plaintiff or the last servicers for the documents, the parties never put the evidence of defense on court record. These parties just did as they wanted to with the accounts, money, my property etc. Gintner claims these documents are not valid. Examples, Contract for Deed, Mortgages, Affidavits, Assigned/transferred mortgages and loans, Attorney Letters of Default or Foreclosure, Letters with party signatures. The attorney file of Attorney Schira has not been placed in litigation hold. The attorney representative, Chris Olsen and her firm have not supported Gintner's claim for the escrow accounting/ and or money of \$60,800 that is missing and stated to exist or has been channeled through Diana Schira's trust account. Gintner claims she has a right for litigation hold and or a claim for the escrow account in the estate of Diana Schira's law firm and/or personal estate.
 - b. Specifically, the opposing parties wrongfully and knowingly blocked the civil procedure with lost documents, created delays, avoided response and communication, lacked evidence presented in written or concrete form, provided only oral testimony which was not under oath and not by a lawful witness, did not respond to subpoenas, default and remedy letters, cease and desist letters, etc.
 - c. Additionally, with this unlawful process the opposing parties, aggravated, caused, violated and abused my disabilities- PTSD, brain trauma, Litigation Syndrome, At Risk Individual protections, Anxiety from abuse and financial exploitation, bankruptcy discharge, wrongful 3rd party debt, collections, Identity theft, and filing of false claims. Most significantly Gintner missed the passing of her mother and the funeral. (Sometimes the agendas happened unilaterally and sometimes with conspiracy of other parties).
4. Gintner claims that the opposing parties have, thus far in the case, voided all opportunities to argue any counterclaims or defenses because they have
 - a. delayed and sabotaged and failed to present evidence on record, to be cross examined under oath, timely.
 - b. failed to produce an authentic, valid, lawful signature belonging to Gintner authorizing sale or direction for the loss of her properties and homes.
5. Gintner claims the case will be dismissed in Marathon County Courts and that all order/judgements and such will be voided—as if they never happened.
 - a. This should include the criminal cases as well because they are a related matter. The police officer, Thatcher, said we are so sick of this, right before he attacked me and threw me to the ground.
 - b. The police should be rendering medical assistance and support to Gintner. No accommodation requests made by Gintner have been honored.
 - c. The police should be protecting Gintner's property because she is the sole titled owner.

- d. The indigency charges should be dismissed because the criminal cases were leveraged to promote the civil case in state court and that did not have jurisdiction to commence. All related cases are to be dismissed.
6. The opposing parties are disregarding Gintner's bankruptcy discharge and seeking damages, debt collection and or surrender of property that has been left to Gintner by the trustee. All those fees and charges should be dismissed.
 - a. The attempt to collect the discharged debt calls for relief for Gintner it is denying Gintner her Constitutional right to a fresh start.
 - b. Diana Schira did not dismiss her charges out. (*See Attorney Goyke Letter and the Sanctions memorandum page Exhibit I or S*).
 - c. Associated Bank did not dismiss out the charges that they have placed on Gintner's mortgage from the attempt to lift the bankruptcy stay in their federal court challenge February 2019. Approximately \$1100.
 - d. Gintner says the banks have no lawful order or right to bypass Gintner and not pay her the monthly occupant fee of \$800/month. In fact, the summary Judgement analysis by Falstad said this is a breach of contract on the part of Oleson. Gintner has informed the banks of this theft and financial exploitation and they still accept payments by Oleson through Gintner's account. This is why the opposing parties are being suited because they are interfering with Gintner's rights (Exhibit O) to enjoy her income (fruits of her labor), taking the time from her life tracking and defending this suit therefore interfering with her pursuit of happiness.
7. Gintner makes lawful demand for her 810 Western Ave. property to be returned to her immediately.
 - a. Gintner claims the court can lawfully schedule a date for this to occur.
 - b. Gintner claims that her foreclosure or Default or Notice to Vacate documents should be sufficient for an order of the court to remove the defendant for noncompliance.
8. Gintner makes the claim that Gintner that Marathon County Courts and attorneys provide a different level of defense: if not no defense for lower- income status individuals compared to higher income individuals. (*All people are created equal and have a right to a defense under the law- Exhibit O*).
 - a. That Gintner's charges reflect her indigency attorneys collecting records, reviewing records, primarily appearing in court but not defending in court.
 - b. Indigency attorneys unavailable for their own reasons; but alleging that the problems with representation propriate from Gintner instead.
 - c. That the accused does not have access to his/her own criminal file to review the content or accuracy of the content. Especially, to substantiate work done respective of charges.

- d. That my rights were violated by when I had no attorney representation when I faced the Mosinee Police Commission Hearing.
- (1). The 5 ½ hour hearing was grueling and traumatic
 - (2). Without representation and had to face my attacker, question my attacker, and be questioned by my attacker's attorney without any attorney representation for myself.
 - (3). Further, that all of the witness's overheard each other's testimony for the hearing. My understanding is that it is against Gintner's amendment rights to be questioned by anyone without an attorney present once she has been charged.
 - (4). This hearing compromises Gintner's ability to have a fair trial in court and therefore all cases and charges related to the 810 Western Ave. incidents should be dismissed. Gintner should in no way have had to endure the distress and possibly self- incriminate herself without an attorney present. Gintner had emailed her attorney but refused any representation. (*See emails*). The stress of this meeting caused Gintner to be attacked and robbed by her significant other after the meeting.
 - (5). It was a 15: 2 ratio. There were 15 titled people there for my attacker, no witnesses or advocates for me. I attempted to have it rescheduled but I was denied accommodations or postponement when I called the City Hall. (See the bottom of the meeting agenda—

All requests for additional reasonable meeting accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date by calling the City Clerk/Treasurer at (715) 693-2275 between 8 a.m. and 4:40 p.m., Monday through Friday.

- (6). I received the notice with less than the proper notice for disability accommodations. I received the paperwork late Friday afternoon. I called the City Hall office on Monday, I was denied a postponement. When, I stated my concern about not having an attorney then the chief of police said, "If you are concerned then **just drop your complaint** and you will not have to go to the meeting." I was not allowed to file a suit against the city for my injuries unless I first went through the complaint process.
- e. (1). A monopoly exists for attorneys in the state B.A. R. R. to have influence over every business, service, supplier, contractor, provider, manufacturer etc. because they all have a legal department with an attorney that is trained and overseen by the B.A.R. R. association in every restaurant,

medical facility, office, school, factory, store, church, media provider etc. This seems to constitute a monopoly.

(2). A monopoly in every legal department with a B.A. R. R trained and licensed attorney in every business that an individual may need; is illegal and harmful because the attorneys unfairly exploit their market power. They have exclusive dealings because a buyer or seller has to buy or sell legal representation from a single supplier (The State B.A.R. R.).

(3) Monopolies are illegal if they are established or maintained through improper conduct, such as exclusionary or predatory acts. This is known as anti-competitive monopolization. Anticompetitive monopolization violates federal antitrust law, notably the Sherman Antitrust Act. Under federal and some state laws, private parties (businesses or consumer) who were harmed by anticompetitive conduct can bring antitrust lawsuits seeking damages (In some instance treble damages) and injunctive relief.

(4) Gintner is harmed by the attorney's because she is denied representation because her case is too complex. Attorneys worry that they will be suited, attorneys only look for typical instead of atypical defenses, costs of representation are extremely high and not structured or controlled to be affordable to every individual.

(5) Although bar associations have historically existed as unincorporated voluntary associations, **nearly all bar associations have since been organized (or recognized) as corporations.**

Furthermore, membership in some of them is no longer voluntary, which is why some of them have omitted the word "association" and merely call themselves the "state bar" that they are the incorporated body that constitutes the entire admitted legal profession of the state. Some states require membership in a regulatory agency often called the state's bar association in order to permit them to practice law in that state. Such an organization is called a mandatory, integrated, or unified bar and is a **type of government-granted monopoly**. They exist at present in a slight majority of U.S. states. Wisconsin is one of these states.

(6) Attorneys will not challenge a colleague with "wrongful foreclosure or "fake mortgage deed documents." This is critical for myself and the thousands of individuals that will have to face an attorney, firm, and last servicer that will be utilizing a 3rd party debt collector and or attorney to promote the "invalid" foreclosure law that will face them when the moratorium is lifted and because of the pandemic and other "Real Life" situations that are promoting wide-spread financial ruin. (*Exhibit M*).

The Plaintiff moves this court for judgement based on the following facts and case law. The following caselaw, affidavits, and enclosed exhibits will provide proof of the attorneys, firms, and last servicers fault and therefore call for appropriate relief from the federal court laws and remedies.

Note: These enclosures do not represent a comprehensive packet of evidence at this time.

All Original Papers Were Altered and Stolen:

The original alleged contracts or papers in this case were altered, stolen and that there was an addition to the agreement with the following items that are missing from the contracts filed in this case:

- 1) The intent of the agreement with each of the banks is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- 2) The bank or financial institution involved in the alleged loan were to follow GAAP,
- 3) Each lender or financial institution involved in the alleged loan was to purchase the promissory note from the borrower,
- 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that each bank or financial institution will use to give value to a check or similar instrument,
- 5) the borrower is to repay each loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
- 6) each written agreement gives full disclosure of all material facts.

Facts of The Dispute

Associated Bank, Advantage Community Bank /Now Nicolet National Bank, Rodney Oleson, Diana Schira (Christine Olsen, Representative), Andrew Schmidt, Patrick McMenamin, Chad Levenetz.

Each bank advertised that they loan money.

- a. I applied for a loan.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
- c. Each bank misrepresented the elements of the alleged agreement to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory note.
- e. Each promissory note is a forgery.

- f. The first promissory note—with my name on it— obligates me to pay ___?___ plus interest, giving it value today of ___?___ plus interest accrued if it were sold to investors. The second promissory note—with my name on it—obligates me to pay ___?___ plus interest, giving it value today of ___?___ plus interest accrued if it were sold to investors. I have never been given either promissory note.
- g. Each bank recorded the forged promissory note as a loan from me to the bank.
- h. Each bank used this loan to fund the alleged bank loan check back to me.
- i. The bank refused to loan me legal tender or other depositors' money in the amount of \$67,000 by Associated Bank primary mortgage or \$24,300 by Advantage Community secondary mortgage (Now Nicolet National) or repay the unauthorized loan it recorded from me to the bank.
- j. These banks changed the cost and the risk of the alleged loan.
- k. Each bank operated without knowledge, permission, authorization, or agreement.
- l. Each bank denied me equal protection under the law.
- m. Each bank refused to disclose material facts of the alleged agreement and refused to tell me if the agreements were to fund the alleged banks loan check or if the banks used the bank's legal tender or other depositors' money to fund the bank loan checks.
- n. The banks refused to disclose whether the check was the consideration loaned for the alleged promissory note.
- o. Each bank failed to disclose if the promissory note is money or not money.
- p. It appears each bank recorded the promissory as an unauthorized loan from me to the bank.

Scheme to Defraud

- a. Each of the bank contracts in this case are forged and missing at least 6- provisions that are listed in the original contract.
- b. The foreclosure statute used to provide the court with jurisdiction is not a valid law as it is missing the 3 elements the State Constitution mandates must be present to be a valid law.
- c. The State constitution mandates all laws are to be enacted and have an enacting clause, a title, and a body.

- d. Concerning each of the banks/lenders the original contracts with the signatures of both the alleged borrower, are not filed in court to verify there was a bilateral contract.
- e. Without a certification of the accounting entries of the attorneys cannot verify there was a debt.
- f. Each attorney cannot verify agency and therefore the foreclosure lawsuit has a fatal flaw.
- g. The suit that started as other-contract, declaration of interest, breach of fiduciary duty, and misappropriation has now mutated into a Title Dispute and that falls under exclusive federal jurisdiction not circuit court jurisdiction.
- h. None of the ways that the 6 attorneys, Law Firms, Oleson, Last Servicers that are parties to the cases involved are getting at the money or the title in lawful ways:
 - 1. Schira (Representative Christine Olsen, Schmidt, Kostka-Specific Performance motion and demand for clear title and warranty deed, Wrongful Debt Collection, Conspiracy
 - 2. Straw Man Oleson— Alleged Breach of papers, Demand for Specific Performance and Undue Enrichment claims, damage claims, Declaration of Interest, Conspiracy
 - 3. Associated Bank Lender- Levenetz- Mortgage Deed Theft, Deception and Negligence, Wrongful Debt Collection, Conspiracy
 - 4. Advantage Community Bank/a.m. a Nicolet National Bank Lender – Mortgage Deed Theft and Deception, Wrongful Debt Collection, Theft Conspiracy
 - 5. Kostka- Wrongful debt collection, Conspiracy
 - 6. SPS- Select Portfolio Servicing- Wrongful Debt Collection,
 - 7. McMenamin-false accusation of a crime, conspiracy, Malicious prosecution-making money for the county in fees, fines, judgments, failure to preserve crime scene and witness involvement, derogatory comments about the accused individual disability, Failure to protect the property and safety of the accused.
- i. There is no witness before the court to give the court jurisdiction.
- j. Each affidavit is defective as it is 3rd party hearsay and cannot be admitted as evidence at trial.
- k. Each attorney is not legal before the court because they have not registered with the National Attorney General's Office as mandated by the foreign agent registration act, (F.A.R.A.).

The Lenders Failed to Follow GAAP:

The contracts should be rescinded because the attorneys did not provide full disclosure, the contracts are extremely deceptive and unconscionable. (Pearl Maxwell, 281 B.R. 101). The papers exchanged with Oleson were a work in progress and discussions viewed between the parties interpreted by the banks to trigger a due on sale clause were incomplete—Basically a month to month rent to get the occupant into the property and deemed unenforceable because the attorney debt collector was maintaining a claim for undue enrichment which

the Honorable Judge ruled made the papers unenforceable because an enforceable contract could not exist with a claim of undue enrichment as analyzed in the Summary Judgement analysis.

The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. The original debt was zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange.

Promissory Notes and other commercial instruments are legal tender, financial assets to the originator and a liability to the lender. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset. **But the attorney's do not understand that they have this liability because most of them are unaware of it.**

- a. UCC §1-201(24), §3-104, §3-306, §3-105,
- b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511
- c. UCC §§9-102(9), (11), (12)(B), (49), (64)
- d. 12 USC 1813(l)(1)

The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

These records include:

- a. FR 2046 balance sheet,
- b. 1099-OID report,
- c. S-3/A registration statement,
- d. 424-B5 prospectus and
- e. RC-S & RC-B Call Schedules

The State Case Is A Violation of 22 USC 611-& The 11th Amendment:

There is no admissible evidence to verify the lender signed contracts to provide loans, and therefore State Court does not have jurisdiction to rule. The mere fact the lenders accepted the borrower's name on the liens to the property will prove the borrower owned the property free and clear. The mere fact that the lenders excepted hap- hazard rent payments from the occupant and still show the borrower's name on the lien to the property will prove the borrower owned the property. The attorneys are acting as a "Foreign Agents" for a "Foreign State" (Corporations) who have commenced these actions in violation of the 11th Amendment and in violation of 22

USC 611. The plaintiff hereby complains and alleges as following claims for relief under “Civil Rico” Federal Racketeering laws (Title 18 U.S.C. 1964) as the lenders have established a “pattern of racketeering activity” by using the U.S. Mail more than twice to collect an unlawful debt and the defendants are in violation of Title 18 U.S.C. 1341, 1343, 1961 and 1962. The defendants have obstructed the administration of Justice, and violated the Plaintiff’s right to “Due Process”

Jurisdiction:

The Constitution and 28 U.S.C. § 1332 vest federal courts with jurisdiction to hear cases that “arise under” federal law. The Constitution vests federal courts with the authority to hear cases “arising under the Constitution [or] the Laws of the United States.” U.S. Const. art III, § 2. Congress vests federal district courts with subject-matter jurisdiction over cases involving questions of federal law: “The district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331.

Reservation of Rights:

"I reserve my right not to be compelled to perform under any contract, commercial agreement that I did not enter knowingly, voluntarily, and intentionally. Bankruptcy was forced onto me. Furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy." I have reserved my rights under the UCC 1-308, formerly 1-207, and demand the statutes used in this court be construed in harmony with Common Law. The code is complimentary to the common law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law. The code was written as not to abolish the common law entirely. I was not involved with international maritime contracts, so in good faith, I deny that such contracts exist, and demand the court proceed under Common Law Jurisdiction. I’m only aware of two jurisdiction the court can operate under as per the Constitution, and are Common Law, and Admiralty Jurisdiction. If the court chooses to proceed under Admiralty Jurisdiction, I’ will need the court to inform me where I can find the rules of procedure for admiralty jurisdiction for my review, to avoid violation of my due process, which will result in a civil claim against the court for obstruction of the administration of justice.

Plaintiff’s claims are brought forward Under Common Law:

Elements for Common Law:

1. Controversy (The listed defendants)
2. Specific Claims (wrongful foreclosure, breach of contract, mortgage deed theft, wrongful accuse of a crime, conspiracy, damages and injury to person and property and personal, and Constitutional rights violations)
3. Specific Remedy Sought by Claimant:
 - a. Dismissal of all Marathon County Cases with prejudice
 - b. All Marathon County cases as listed removed to United States District Court of Wisconsin-Madison Division.
 - c. 20 million dollars (including relief, damages, expenses, other)
 - d. Return of 810 Western Ave. property to third party plaintiff/original defendant.
4. Claim Is Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

Parties:

1.1 Lori A. Gintner is a resident of Marathon County, Wisconsin.

1.2 The first defendants are the (Attorneys) **Diana Schira** deceased estate represented by **Attorney Christine Olsen, Andrew W. Schmidt, Chad R. Levanetz, Timothy L. Kostka, Attorney , No Attorney specified-SPS, Patrick McMenamin,**

1.3 The second defendants are (The Law Firms)- **Schira Law Firm now represented by Olsen Law Office, Ruder Ware, and Kostka & Kostka Associates, LLC, Legal Department-Select Portfolio Servicing.**

1.4 The third defendants are (The Lenders/ Last Servicer)- **Associated Bank National Association, Advantage Community Bank n/k/a Nicolet National Bank, Select Portfolio Servicing, Rodney D. Oleson**

<p>Diana R. Schira, (Deceased) Defendant, Attorney Representative: Olsen Law Office 2309 E. Wausau Ave. Wausau, WI 54403 Defendant, Law Firm Andrew W. Schmidt, State Bar No. 1030985 Defendant, Attorney Schmidt & Schmidt S.C. 123 Grand Ave. Wausau, WI 54403 Defendant, Law Firm Rodney Oleson, 810 Western Ave. Mosinee, WI 54455 Defendant</p>	<p>Timothy L. Kostka, State Bar No. 1000258 Defendant, Attorney Kostka & Associates, LLC P.O. Box 1519 Wausau, WI 54402-1519 Defendant, Law Firm Advantage Community Bank n/k/a/ Nicolet National Bank Robert Atwell/Chairman- CEO 111 N. Washington Street Green Bay, WI 54301 Defendant, Last Servicer</p>
<p>Chad R. Levanetz, State Bar No. 1044962 Defendant, Attorney Ruder Ware 222 Cherry Street Green Bay, WI 54301 Defendant, Law Firm Associated Bank, National Association Phillip B. Flynn, CEO 433 Main Street Green Bay, WI 54301 Defendant, Last Servicer SPS, Select Portfolio Servicing Attention Legal Dept. 3217 S. Decker Lake Drive Salt Lake City, Utah 84119 Defendant, Last Servicer</p>	<p>Patrick M. McMenamin, State Bar No.1046847 Marathon County Courthouse 600 Forest Street Wausau, WI 54455 Defendant, Attorney Attorney General Josh Kaul P.O. Box 7857 114 E. Capitol Madison, WI 53702 608- 266-1221</p>

Lack of Jurisdiction No Lawful Injured Party:

The specific performance/ title dispute/wrongful foreclosure action filed in state court had no injured party and therefore damages should be granted. The Banks mortgage deed theft, manufactured default and pending wrongful foreclosure action filed in state court had no injured party and therefore damages should be granted. The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law. Therefore, the "the injured party" must appear and state he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action. There is no injured party in the state mortgage deed theft, default, foreclosure cases and it and therefore the court did not have jurisdiction. Oleson has no enforceable contract, breached any verbalizations, failed to satisfy any of his own terms and satisfy payments. The attorneys filed in the wrong court with the intent to defraud the homeowner and the court. All attorneys failed to cooperate with discovery so that sufficient pleadings, joinder of parties, and actions could be established and argued for due process by the defendant in the state case. This interference with due process by the attorney's was a fraud on the court and should have dismissed the case and voided any court orders in any of the courts and granted affirmative decisions to motions filed by the defendant in the state cases.

Jurisdictional Amount

As always, in determining whether jurisdiction exists, a court is not limited to the allegations in the complaint, but must instead assess jurisdiction on the basis of all the facts known to it. ID. At 833-34. The amount in controversy (sometimes called jurisdictional amount) is a term used in Civil Procedure to denote the amount at stake in a lawsuit, in particular in connection with a requirement that persons seeking to bring a lawsuit in particular court must be suing for a certain minimum amount (or below a certain maximum amount) before that court may hear the case. This case in-fact exceeds \$75,000, as is required for federal court See U.S.C. state statutes 1332(a). Aggregation of claims- **Legal certainty test. It is apparent to a legal certainty that the plaintiff can recover the amount claimed by regain of the property or the assets of the attorneys, banks, other.** Where a single plaintiff has multiple unrelated claims against a single defendant, that plaintiff can *aggregate* those claims – that is, add the amounts together – to satisfy the amount in controversy requirement. In cases involving more than one defendant, a plaintiff may aggregate the amount claimed against multiple defendants “only if the defendants are jointly liable.” *Middle Tennessee News Co., Inc. v. Charnel of Cincinnati, Inc.*, 250 F.3d 1077, 1081 (7th Cir. 2001). However, “if the defendants are severally liable, plaintiff must satisfy the amount in controversy requirement against each individual defendant.” The 5-4 decision in *Exxon Mobil Corp. v. Allapattah Services, Inc.*, 545 U.S. 546 (2005), held that a federal court has supplemental jurisdiction over

claims of other plaintiffs who do not meet the jurisdictional amount for a diversity action, when at least one plaintiff in the action does satisfy the jurisdictional amount. It is not apparent by legal certainty test that the claim is really less than the \$75,000 or exactly at \$75,000 to be dismissed out. Federal Court jurisdiction is satisfied for this case.

The Attorneys Failed To Establish Agency:

The people have rights, Corporations do not have rights. Among these "Rights" is the right to contract, the people have this right under 42 USC 1981. The people exercise this right by their signature and/or Social Security Number. **Corporations cannot sign and therefore cannot enter any contract, with an attorney.** The right to contract is reserved to the people. This is established by the age-old principle of "Agency". To establish an "Agency", the "Principal" must ask the "Agent" to perform a task. The "Agent" must agree to perform the task. It is a time-tested principle, of "American Jurisprudence" that the "Court" must not rely upon the "Agent" to prove "Agency". The "Court" must follow the "Principal" to establish "Agency". The law is simple no "Principal" no "Agency" to "Capacity to Sue". Case must be dismissed.

A Corporation Has No Right's, Privileges or Immunities:

This civil action filed against the plaintiff in State court was "Fraudulent" because the attorneys are claiming a "Corporation" has rights, privileges, and immunities in court, common knowledge dictates a Corporation is an artificial person without natural rights. For an attorney to file a civil action with a "Corporation" as "Plaintiff" is clear "Fraud on the Court". A "Corporation" cannot sign a "Power of Attorney" or give any attorney verbal instructions to act on its behalf. Therefore, no attorney can lawfully represent any "Corporation in court".

Wrongful Foreclosure

As a proximate result of the negligent or reckless conduct of the attorney acting as a 3rd party debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a foreclosure statute that is missing the 3 elements needed to be considered a valid law. The state constitution mandates laws to be enacted by congress and they must have an enacting clause, a title, and a body. The revised statutes use to provide jurisdiction to the court is not a valid law and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state foreclosure case. The contract filed is missing the following provisions agreed upon in the original contract:

1) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,

- 2) The banks or financial institution involved in the alleged loan will follow GAAP,
- 3) the lender or financial institutions involved in the alleged loan will purchase the promissory note from the borrower,
- 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- 5) the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and is owed payments from the occupant on the other property to do as she pleases with.
- 6) the written agreement gives full disclosure of all material facts.

Breach Of Papers

The banks advertised that they loan money:

- a. I applied for loans.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan checks.
- c. The bank misrepresented the elements of the alleged agreements to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory notes. There was no promissory note in the papers for Associated Bank for property 810 Western Ave. Mosinee.
- e. The promissory note is a forgery by each bank respectively.
- f. The promissory note—with my name on it— obligates me to pay \$67,000 plus interest for the primary mortgage with Associated Bank, giving it value today of \$67,000 if it were sold to investors. The promissory note—with my name on it—obligates me to pay \$24,3000 plus interest for the secondary mortgage with Advantage Community Bank, giving it a value of \$24,300 if it were sold to investors.
- g. The banks recorded the forged promissory note as a loan from me to the banks.
- h. Conspiracy, communications, and connective actions involving fraudulent insurance policies, receipts and non-receipts, access to the banks, etc. are co-mingled with the banks and occupant of the plaintiff's property. These compose material breaches on the part of the banks, attorneys and plaintiff in the state cases.

- i. The banks used this loan to fund the alleged bank loans check back to me.
- j. The banks refused to loan me legal tender or other depositors' money in the amount of \$100,000 or repay the unauthorized loan it recorded from me to the bank.
- k, The banks changed the cost and the risk of the alleged loan.
- l. The banks operated without my knowledge, permission, authorization, or agreement.
- m. The banks denied me equal protection under the law.
- n. The banks refused to disclose material facts of the alleged agreement and refused to tell me if the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's legal tender or other depositors' money to fund the bank loan check.
- o. The banks refused to disclose whether the check was the consideration loaned for the alleged promissory note.
- p. The banks failed to disclose if the promissory note is money or not money.
- q. It appears the banks recorded the promissory as an unauthorized loan from me to the bank.
- r. There was not contract between the owner and occupant of 810 Western Ave. to formulate an enforceable agreement/contract of any kind-- especially not a land contract. Notations between the parties on the rent with option to buy papers were exchanged for consideration of another meeting. The occupant moved in with unsigned papers of any type. The papers the occupant alleges should not have been pre-enforced as a valid contract/agreement; certainly not as a – sale, contract for deed/land contract which triggered a due on sale clause of any of my mortgages or home equity lines of credit serving as securities on the 810 Western Ave. property. I have never signed any contract of any form with Rod Oleson. Oleson, caused his own issues by failure to continue to complete an agreement, pay for occupancy and or satisfy all terms that he himself authored, in the four corners of the papers-- including the payments. Oleson failed to mitigate damages, include taxes and contrived insurance interference. Oleson, when he retains an attorney surrenders any alleged interest in the property because he gives his attorney the alleged interest.

RICO:

The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal “violation” and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a “pattern of Racketeering activity.” That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the

popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to affect the Congressional purpose as broadly formulated in the statute. *Sedima, SPRL v. Imrex Co.*, 473 US 479 (1985). In the state case *Oleson vs. Gintner* was a contributor to the criminal violation toward Gintner by use of her accounts to manufacture upheaval, mistrust, and manufacture of default that created much distress, financial and time exhaustion for Gintner which conspired with the banks in the pattern of "Racketeering activity".

Slander of Title:

The defendants have caused to be recorded various documents including mortgage deed theft, default, and movement toward unlawful foreclosure which constitutes slander of title and the plaintiff should be awarded resulting damages to be fully proved at the time of trial. The fees, haphazard payments, tracking, inaccurate accounting and all, has violated the constitutional restart that Bankruptcy is established to facilitate.

Slander of Credit:

The plaintiff alleges that the actions and inactions of the defendants have impaired her credit causing her to lose the ability to have good credit, especially because of the forced bankruptcy, entitling her to damages, including statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial. This is contrary to the premise of the Constitutional right for a person who has been discharged in bankruptcy has a right to a new financial start—certainly that should be with no interference to earn money and enjoy the fruits of their labor, enjoy the privacy and freedoms on his/her own property, to pay and develop as one chooses with their property.

Infliction of Emotional Distress:

The defendants have intentionally and negligently taken illegal actions which have caused the plaintiff severe emotional distress. The attack on the plaintiff's homes using a statute that is not a valid law is fraud on the court. The fact parts of the original agreements are missing from the contracts filed in the state foreclosure cases is a clear showing of illegal intent to cause distress. Defamation of character, slander, libel existed by the attorney uploading on efile the associated letter of Sovereign Movement (See Exhibit B) with the defendant in the state case. This effected the defendant's ability to have any type of fair trial in Marathon County in the criminal accusations related to the title dispute filed against the defendant. The attack by the police officer caused suicidal ideations and nightmares. I live with constant pain from it every day. I attend counseling and will need

The defendants have escalated to Social Security Disability level and will increase in severity and move in the direction of incapacitation with total dependence, 100% social and emotional isolation, danger of abuse, financial exploitation, increase in suicidal ideation.

Damages:

The plaintiff is seeking damages for breach of contract, manufactured default, mortgage deed theft, wrongful foreclosure, criminal accusations and she has shown that

(a.) there was an irregularity in the original contract disputes, mortgage deed theft, default and pending foreclosure sale entwined with uncertain conspiracy.

(b.) the irregularity caused the plaintiff damages. See University Sav. Ass'n v. Springwoods.

Unless the banks, associated law firms, and last servicers are enjoined, the plaintiff will suffer irreparable harm and will not have an adequate remedy at law. As a proximate result of the negligent actions of defendants, the plaintiff has suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial. See document Judicial Temporary Restraining Order-Permanent Injunction & Demand for an Emergency Hearing Due to the Pending Lawsuit in This Federal Court (Exhibit).

Attorney's Assets:

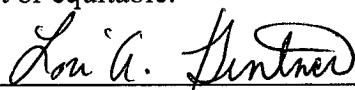
The plaintiff would like to have the attorneys see what it feels like to have their home taken and their family facing displacement. That the plaintiff would like to have the attorney's see that with societies problems with the pandemic that use of unlawful tactics place individuals in harm in all ways-physical, mental, social, emotional, spiritual, short term and long term. That the plaintiff would also like the attorneys to see that litigation for a human individual does not just stay in the courtroom but spews out of the vacuum into other finances, careers, families/relationships, and is detrimental to physical and emotional health.

Wherefore, having set forth the various causes of action against the defendants, the plaintiff prays for the following relief:

1. By preponderance of evidence that Gintner should win through Summary Judgement at this time already and because the defendant parties have not complied with rules of procedure and attorney conduct and ethics and demands for evidence thus, they should be sanctioned and lose their right to argue any claim anyway.
2. To be granted the 20 Million Dollars in punitive and compensatory damages.
3. The court to award the attorneys assets to the plaintiff. This including the attorney's and the courts

respective corporate charters.

4. The court order the attorneys to discharge the alleged debt in all loans and cases because they are all related by the properties 106 Maple and 810 Western Ave. of the plaintiff for wrongful foreclosure, Breach of Contract, general torte claim-personal injury, and conspiracy.
5. The court void the mortgage deed theft/default/foreclosure process and any subsequent judgment.
6. This court void any home sale process- theft, transfer, conveyance, sale, surrender, purchase on both of the defendant's properties—810 Western Ave. Mosinee, WI and 106 Maple Street Mosinee, WI
7. That the court dismiss claims for title vs. possession, declaration of interest in favor of Gintner
8. That the court dismiss claims of undue enrichment, theft, abuse, disorder, bail jumping, resisting an officer that are leveraged against Gintner
9. That the court protect the plaintiff in future actions with other parties or disputes that she has to collect on or appear for justice in the future in Marathon County Courts.
10. That the Plaintiff be awarded consequential damages to be fully proved at the time of trial;
11. That the Plaintiff's court files Circuit Court Records be protected with sensitive health information, dismissed actions and all cases propagated by the defendants be expunged from the plaintiff's Circuit Record.
12. The defendants contact the credit reporting agencies and correct the false information that was reported to them.
13. Provide protections from the defendants, State Courts with TRO until a decision is reached by the Court.
14. That the Court grant any other relief that may be just or equitable.



4/3/2021

LORI A. GINTNER
Without Prejudice UCC 1-308

Drafted by Lori A. Gintner, Propria Persona
106 Maple Street, Mosinee, WI 54455
715-701-1793

SUBSCRIBED AND SWORN to this 3rd day of April, 2021.

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of April 4/3/2021, the foregoing document was filed in Court, and a copy was mailed out to Defendant's on record.

Lori A. Gintner 4/3/2021

Lori A. Gintner

Without Prejudice UCC 1-308

Mailed to the following:

<p>Diana R. Schira, (Deceased) Defendant, Attorney Representative: Olsen Law Office 2309 E. Wausau Ave. Wausau, WI 54403 Defendant, Law Firm Andrew W. Schmidt, State Bar No. 1030985 Defendant, Attorney Schmidt & Schmidt S.C. 123 Grand Ave. Wausau, WI 54403 Defendant, Law Firm Rodney Oleson, 810 Western Ave. Mosinee, WI 54455 Defendant SPS, Select Portfolio Servicing Attention Legal Dept. 3217 S. Decker Lake Drive Salt Lake City, Utah 84119 Defendant, Last Servicer</p>	<p>Timothy L. Kostka, State Bar No. 1000258 Defendant, Attorney Kostka & Associates, LLC P.O. Box 1519 Wausau, WI 54402-1519 Defendant, Law Firm Advantage Community Bank n/k/a/ Nicolet National Bank Robert Atwell/Chairman- CEO 111 N. Washington Street Green Bay, WI 54301 Defendant, Last Servicer Patrick M. McMenamin, State Bar No. Marathon County Courthouse 600 Forest Street Wausau, WI 54455 Defendant, Attorney</p>
<p>Chad R. Levantetz, State Bar No. 1044962 Defendant, Attorney Ruder Ware 222 Cherry Street Green Bay, WI 54301 Defendant, Law Firm Associated Bank, National Association Phillip B. Flynn, CEO 433 Main Street Green Bay, WI 54301 Defendant, Last Servicer 123 Grand Ave. Wausau, WI 54403 Defendant, Law Firm Bureau Of Consumer Protection Federal Trade Commission 600 Pennsylvania Ave, NW, Washington, DC. 20580</p>	<p>Cases To Be Moved: Bankruptcy: 19-1018 Western District Bankruptcy CT. Eau Claire 2028CV000582 Oleson V. Gintner Other-contract 2020CV000218 Joinder of Parties, Contempt, Banks LS 2929CV000346 Personal Injury 2019CV000430 Foreclosure Gintner V. Oleson 2017SC002114 Marcus Eviction Gintner V. Oleson 2017SC002114 Moran Eviction Gintner V. Oleson <u>2020CV000236 Harassment Gintner V. Oleson</u> <u>1-19-10189-cjf Bankruptcy Stay Hearing Western District Bank. Ct.</u> 2019MA002000 Criminal -2 Disorderly Conduct, Resisting Officer. DA 2019MA004433 2020MA000615 Bail Jumping 1 DA2020CMA001343 2020CM001383 Bail Jumping 2 DA2020M002233 2021CM000272 Bail Jumping 3 DA2021MA000500</p>

AFFIDAVIT OF LORI A. GINTNER

STATE OF WISCONSIN

COUNTY OF MARATHON

I, the Affiant, who goes by Lori A. Gintner, a woman, being of sound mind, and over the age of twenty-one, reserving all rights, being unschooled in law, and who has no BAR attorney, is without an attorney, and having never been re-presented by an attorney, and not waiving assistance of counsel, knowingly and willingly Declares and Duly affirms, in accordance with laws in and for the State of WISCONSIN, in good faith, and with full intent for preserving and promoting the public confidence in the integrity and impartiality of the government and the judiciary, that the following statements and facts, are true and correct of Affiant's own first-hand knowledge, understanding, and belief, do solemnly declare, and depose and say:

1. I am a Citizen of the State of Wisconsin that I was born in.
2. I obey the Laws of the Constitution of the United States of America.
3. I obey police officers that respect my personal liberties of health, happiness, right to own property.
4. I obey the courts and government officers that have lawful jurisdiction over my legal issues and me as a person.
5. I have owned 5 parcels of land with buildings thus far in my life. I have been peaceable and happy enjoying the fruits of my labor and paying all taxes and bills.
6. I have owned 2 parcels of land prior to the dispute in my life located in Owen-Withee WI and Wisconsin Rapids, WI.
7. I am the sole, titled owner of two pieces of land with buildings in Marathon County, WI.
8. Land 1- postal address for purpose of mail delivery is 810 Western Ave. Mosinee, WI 54455. Non-owner occupied.
9. Land 2- postal address for purpose of mail delivery is 106 Maple Street Mosinee, WI 54455. This is my primary residence.
10. This has progressed to a title dispute and needs to be addressed prior to decision of possession. (See Exhibit BB)
11. I was deliberately incorrectly portrayed as an employed educator at the commencement of the dispute- September 2014. Actually in 2013 I experienced 9 months of undiagnosed chronic Lyme's Disease. 9 months of misdiagnosed Dr. prescribed pills caused a 2 ½ day Coma.
I was forced into a bankruptcy because of the way my properties were cross-secured (by error of the lenders) not due to my financial insufficiency.
12. Incorrect Due Process has damaged me in several detrimental ways:

- a. The delays have aggravated my physical and mental problems to the extreme and critical need for pause and intervention (See Exhibit CC-Letter Elmer green Associates).
 - b. It has recreated new debt and credit issues that is not mine and this violates my rights to a fresh start after my bankruptcy discharge.
 - c. It has interfered with my Constitutional rights for happiness, peace and security, time, right to feel safe and secure and peaceably defend myself, travel freely from place to place, enjoyment of the fruits of my labor – especially for me to be able to afford my supplements, insurance, and medical- both physical and mental services, not fear mistreatment by government officials such as police officers, attorneys, judges, city officials etc. The bankruptcy action dismissed money damage claims but the plaintiff in the state claim did not remove or drop them and a violation of wrongful debt. collection by a creditor. This was a violation of my bankruptcy discharge. I will ask for reimbursement of my damages and Administrative Expenses and an award for the lifelong damages I live with daily.
13. The Bankruptcy Trustee left the 810 Western Ave. property with me as sole titled owner because there was no equity for creditors. It was basically paying for itself through the rent paid by the occupant. The lenders did not exercise their right to object to my bankruptcy discharge at the hearing of the trusty nor object timely as not to violate Doctrine of Latches or “Unclean Hands”.
 14. In a judicial foreclosure there is no witness or injured party. Therefore, the case must be dismissed.
 15. The agreements filed in the state courts are missing essential parts.
 16. The attorneys are using a foreclosure statute and/or debt collection action that are not valid and robs the state court of its jurisdiction.
 17. Clearly the delays are one-sided and enough of the courts valuable time and the plaintiff’s rights to a speedy, due process resolve has been violated by the near 4-year litigation, that it is in the best interest that this case be ruled in favor of the plaintiff by failure to suit the wrong party, lack of standing on the record, fraud on the courts, noncompliance with evidence/discovery, ethics and procedural attorney conduct and due process, bankruptcy discharge violations, conspiracy, etc.
 18. The amount to of damages claimed is considered a threshold issue of law for a judge to decide at the commencement of the case.
 19. Should be summary judgement /dismissal with prejudice and then damages awarded to the plaintiff assessed with a follow up damages hearing.
 20. Need an immediate temporary restraining order because of the aggravated issues
 21. Need accommodations for my disability so that I can precede without compromise to both my physical and mental health in my participation with the court resolve on a 4/hour per day restriction.

22. Estimates: Any Other as deemed Appropriate by the court
 - a. Administrative expenses approximately \$ 16,000 to date
 - b. Medical expenses and insurance costs to date \$103,000
 - c. Loss of career \$1 Million
 - d. Lifetime injuries \$ 5 million
 - e. Emotional Distress/Loss of 4 years of life to date \$100,000
 - f. Loss of Relationships, Trauma: Sons, wrongful death of mother, sisters, significant other, siblings \$10 million
 - g. Danger, abuse, threat to life, defamation, slander, libel \$3 million
 - h. Loss of homes and income earning potential \$ 2 million
 - i. Loss of inheritance \$150,000
23. Time is of the essence to get resolve in these issues so my life is not threatened.
24. Arguments need to be based on evidence rather than attorney's just talking or the attorney will have to be sworn in to be cross-examined under oath.
25. The cases that are all related and need to be moved are the following:

Cases To Be Moved:

Bankruptcy: 19-1018 Western District Bankruptcy CT. Eau Claire

2028CV000582 Oleson V. Gintner Other-contract

2020CV000218 Joinder of Parties, Contempt, Banks LS

2929CV000346 Personal Injury

2019CV000430 Foreclosure Gintner V. Oleson

2017SC002114 Marcus Eviction Gintner V. Oleson

2017SC002114 Moran Eviction Gintner V. Oleson

2020CV000236_Harassment Gintner V. Oleson

1-19-10189-cjf Bankruptcy Stay Hearing Western District Bank. Ct.

2019MA002000 Criminal -2 Disorderly Conduct, Resisting Officer.

DA 2019MA004433

2020MA000615 Bail Jumping 1

DA2020CMA001343

2020CM001383 Bail Jumping 2

DA2020M002233

2021CM000272 Bail Jumping 3

DA 2021MA000500

26. Reserve the right to amend and complete at another time.

FURTHER AFFIANT SAITH NOT.

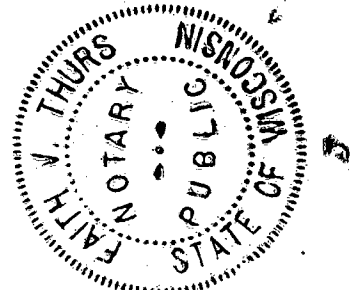
I, Lori A. Gintner, declare under the penalty of bearing false witness before God and as recognized under the laws in and for The State of Wisconsin, the Laws of the United States of America, acting with sincere intent and full standing in law, do herewith certify and state that the foregoing contents are true, correct, complete, certain, admissible as evidence, and not intended to mislead anyone, and that Lori A. Gintner executes this document in accordance with best knowledge and understanding without dishonor, without recourse; with All rights reserved, without prejudice.

Done this 3rd day of April in the year, 4/3/2021, under penalty of perjury under the laws of the United States of America.

Lori A. Gintner

Lori A. Gintner

Drafted by Lori A. Gintner, *Propria Persona*
106 Maple Street, Mosinee, WI 54455
715-701-1793



SUBSCRIBED AND SWORN to this 3rd day of, April, 2021.

Faith V. Thurs
Faith V. Thurs

County of Marathon
State of WI

Expiration Date 12.04.2024